BOOK 1003 PAGE 133

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AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, after a default has occurred in any of the covenants or conditions of this mortgage as herein provided, and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or

Joel Margolis , its duly authorized Attorney or Agent, after any default has occurred in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland and the Maryland Rules of Procedure, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. And upon any sale of said property, whether under the above assent to decree or under the above power of sale, the proceeds shall be applied as follows:

(1) to the payment of all expenses incident to such sale, including a counsel fee of **Five Hundred** Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not, including interest thereon until final ratification of the auditor's account; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions, all attorneys' fees and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

THE said Mortgagor covenants that he will wargant specially the property hereby mortgaged, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

THE Mortgagor by execution of this instrument certifies that prior to such execution he has received both a fully executed agreement as to the contractual rate of interest and a loan disclosure statement in connection with this loan as required by Article 49 of the Annotated Code of Maryland.

WITNESS the hand(S) and seal(S) of the said Mortgagor(S).

WITNESS:

James S. Davis, Jr.

Josephine F. Davis

(Seal)

Josephine F. Davis

(Seal)

STATE OF MARYLAND, BALTIMORE

, to wit:

On this 29th day of October, 19 76, before me, a Notary Public of said State, personally appeared James S. Davis, Jr. and Josephine F. Davis, his wife

known to me, or satisfactorily proven to be, the persons whose names in are subscribed to the within Mortgage, and who acknowledged that they executed the same for the purposes therein contained. At the same time also appeared William Friedlander , Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide

Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth; that the loan sum secured hereby has been paid over and disbursed by the Mortgagee unto the Mortgagor, or the person responsible for disbursement of funds in the closing transaction or their respective agent at or prior to the final and complete execution of this Mortgage; and he further made oath that he is the Agent of the Mortgagee and as such is duly authorized to make this affidavit.

As witness my hand and Notarial Seal.

Joel Margolis

Notary Public

MY COMMISSION EXPIRES:

July 1, 1978